

10.6 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).

10.7 TR-NWT-000154, Generic Requirements for 24-, 48-, 130, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2, (Bellcore, January 1992).

10.8 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2, (Bellcore, July 1992).

10.9 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1, (Bellcore, December 1991).

10.10 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993.

10.11 Underwriters Laboratories Standard, UL 94.

APPENDIX A

FORM OF
SHORT FORM COLLOCATION AGREEMENT

THIS SHORT FORM COLLOCATION AGREEMENT ("COLLOCATION AGREEMENT") BETWEEN NEW YORK TELEPHONE COMPANY, d/b/a NYNEX ("NYNEX") AND MCImetro ACCESS TRANSMISSION SERVICES LLC ("MCIIm" OR "LICENSEE"), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN ATTACHMENT V TO THE AGREEMENT BETWEEN THE PARTIES DATED _____, 1997 ("INTERCONNECTION AGREEMENT").

A. Term

The term of this Collocation Agreement shall commence as of the Occupancy Date set forth on the Design and Construction Completion Notice, a form of which is attached hereto as Exhibit 1, and shall terminate three (3) years from the Occupancy Date unless otherwise terminated in accordance with Attachment V.

B. Collocation Premises Address:

C. MCIIm Collocation Space Requirements:

1. Partitioned Space: (Include number of square feet, floor, location)
2. Cable Space: (Include description of Cable Riser, Cable Rack Support Structure and Cable Vault)
3. Conduit Space: (Describe route(s) from manhole(s) into building)

4. Special Collocation Space Requests/Revisions

D. Design and Construction Work: (NYNEX to provide description of make-ready work required at the Collocation Premises and schedule of anticipated completion dates)

E. Turnover of Collocation Space:

Collocation Space will be ready for occupancy on _____.

F. Schedule of Fees:

1. Non Recurring Charges.

a. Charge \$_____.

b. Estimate for Non-Recurring Charges Associated with Cable Pull and Splice.

	Hours	Rate	Total
Technician			

2. Collocation Space Monthly Licensing Fees:

<u>Rates and Fees-Spaces:</u>	<u>A</u> <u>Monthly</u> <u>Rate*1</u>	<u>B</u> <u>Area</u>	<u>(A x B = C)</u> <u>Monthly License</u> <u>Fee</u>
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1. Partitioned Space

2. Cable Space**1

Cable 1 (Primary)
(Per cable linear ft)

Cable 2 (Alternate)
(Per cable linear ft)

3. Conduit Rates and Description

	Rate	Distance	Annual Mthly Lic Fee
Conduit Space			
Primary Route			
Alternate Route			

4. D.C. Power

(48 Volt with Battery Back up)

5. Monthly space and facilities rates represent the total monthly license and power fees described above.

\$_____ Total per Month

***The linear footage is computed as the sum of the lengths as follows:*

1. Horizontally - from the manhole entrance wall as run to the riser leading to the higher floors in the building.
2. Vertically - from the entrance height in the vault, as run, to the physical termination at the Point of Termination.
3. Horizontally - from the riser on the collocated Licensee's floor, as run, to the Point of Termination.

G. Penalty Fees Payable to Interconnector:

H. Points of Contact:

NYNEX

Attn: _____

Fax: _____

MCImetro Access Transmission Services LLC

Attn: _____

Fax: _____

EXHIBIT I

DESIGN AND CONSTRUCTION COMPLETION NOTICE

MCIm: _____
Collocation Premises Address: _____

Partition Space No.: _____
Post Installation Inspection
Date: _____

As of the signature date indicated below (Occupancy Date), the Design and Construction work has been completed and accepted, except for any minor exceptions listed in the "Exceptions" section below. Such exceptions, to the extent they are caused by NYNEX actions, shall be completed by NYNEX pursuant to the schedule below. In accordance with MCIm's acceptance of the work and MCIm's intent to take occupancy, the Collocation Space(s) has been turned over to MCIm for occupancy and an authorized MCIm representative has been provided access to the Partitioned Space as of this date.

Exceptions to work performed for MCIm:

Schedule for NYNEX completion of Exceptions:

ACCEPTED BY:

MCImetro Access Transmission
Services LLC

NEW ENGLAND TELEPHONE COMPANY
d/b/a NYNEX

By: _____
Name:
Title:

By: _____
Name:
Title:

Occupancy Date

¹ *The rates set forth in Attachment I to the Interconnection Agreement shall apply.

ATTACHMENT VI

RIGHTS OF WAY

ATTACHMENT VI
RIGHTS of WAY (ROW), CONDUITS, POLE ATTACHMENTS

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ATTACHMENT VI

RIGHTS of WAY (ROW), CONDUITS, POLE ATTACHMENTS

Section 1 Introduction

This Attachment VI sets forth the requirements for Rights of Way, Conduits and Pole Attachments.

Section 2 Definitions

2.1 "Poles, Ducts, Conduits and ROW" refers to all the physical facilities and assignable legal rights which provide for access to pathways across public and private property. These include poles, pole attachments, ducts, innerducts, conduits, building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets, building risers, rights of way, or any other requirements needed to create pathways. These pathways may run over, under, across or through streets, traverse private property, or enter multi-unit buildings. A ROW is the right to use the land or other property owned, leased, or controlled by any means by NYNEX to place Poles, Ducts, Conduits and ROW or to provide passage to access such Poles, Ducts, Conduits and ROW. A ROW may run under, on, or above public or private property.

Section 3 Requirements

3.1 Each Party shall provide the other Party access to its Poles, Ducts, Rights-of-way and Conduits it owns or controls, to the extent permitted by law and as required by Section 224 of the Act or by Commission Order, on terms, conditions and prices comparable to those offered to any other entity pursuant to the attached.

Each Party, to the extent legally permissible, shall make Poles, Ducts, Conduits and ROW available upon receipt of a bona-fide request for use within the time periods provided in this Attachment VI, and provide all information necessary to implement such a use containing rates, terms and conditions, including, but not limited to, maintenance and use in accordance with this Agreement. Access shall be on a non-discriminatory basis in accordance with all regulations prescribed by the Commission.

3.2 [INTENTIONALLY LEFT BLANK]

3.3 Neither Party shall prevent or delay any third party assignment of ROW.

3.4 Both Parties shall offer, to each other the use of such Poles, Ducts, Conduits and ROW it has obtained from a third party, to the extent such agreement does not prohibit granting such rights. They shall be offered to MCIIm on the same terms and conditions as NYNEX offers to all similarly situated carriers and NYNEX shall receive the same consideration from MCIIm.

3.5 Both Parties shall provide to each other non-discriminatory access to Poles, Ducts, Conduits and ROW and any other pathways on terms and conditions equal to that provided to any other Party.

3.6 [INTENTIONALLY LEFT BLANK]

3.7 [INTENTIONALLY LEFT BLANK]

3.8 Both Parties shall provide a SPOC (by area-RTU agent) for negotiating all structure lease and ROW agreements.

3.9 NYNEX shall provide information regarding the availability and condition of Poles, Ducts, Conduits and ROW within five (5) business days after MCIIm's request if the information then exists in NYNEX's records (a records-based answer) and ten (10) business days after MCIIm's request if NYNEX must physically examine the Poles, Ducts, Conduits and ROW (a field-based answer) (Request). MCIIm shall have the option to be present at the field based survey and NYNEX shall provide MCIIm at least twenty-four (24) hours notice prior to the start of such field survey. During and after this period, NYNEX shall allow MCIIm personnel to enter manholes and equipment spaces and view pole structures to inspect such structures in order to confirm usability or assess the condition of the structure. NYNEX shall send MCIIm a written notice confirming availability pursuant to the Request within such twenty (20) day period (Confirmation).

3.10 [INTENTIONALLY LEFT BLANK]

3.11 [INTENTIONALLY LEFT BLANK]

3.12 NYNEX shall relocate and/or make ready existing Poles, Ducts, Conduits and ROW where necessary and feasible to provide space for MCIIm's requirements. Subject to the requirements above, the Parties shall endeavor to mutually agree upon the time frame for the completion of such work within ten (10) days following MCIIm's requests of this work; however, any such work required to be performed by NYNEX

shall be completed within forty (40) days (based upon the size of the job), unless otherwise agreed by MCI in writing.

3.13 Either Party may, at its option, install its facilities on Poles, Ducts, Conduits and ROW and use its own qualified personnel or agents to attach its equipment to such Poles, Ducts, Conduits and ROW.

3.14 To the extent possible, both Parties shall provide space in manholes for racking and storage of cable and other materials as requested and paid for.

3.15 [INTENTIONALLY LEFT BLANK]

3.16 Where either Party has spare innerducts which are not, at that time, being used for providing its services, it shall offer such ducts for use.

3.17 Where a spare inner duct does not exist, either Party shall allow the installation of an innerduct.

3.18 Where either Party has any ownership or other assignable rights to ROW, to buildings or building complexes, or within buildings or building complexes, it shall be made available to the other Party:

3.18.1 The right to use any spare metallic and fiber optic cabling within the building or building complex;

3.18.2 The right to use any spare metallic and fiber optic cable from the property boundary into the building or building complex;

3.18.3 To the extent legally possible, the right to use any available space owned or controlled by either Party in the building or building complex to install equipment and facilities;

3.18.4 The right of ingress and egress to such space; and

3.18.5 The right to receive electrical power.

3.19 Alterations and modifications of poles, ducts or right of ways shall be performed and paid for in accordance with the Commission regulations.

3.20 [INTENTIONALLY LEFT BLANK]

3.21 [INTENTIONALLY LEFT BLANK]

3.22 [INTENTIONALLY LEFT BLANK]

Section 4 Unused Transmission Media

4.1 Definitions:

4.1.1 Unused Transmission Media is physical inter-office transmission media (e.g., optical fiber, copper twisted pairs, coaxial cable) which have no lightwave or electronic transmission equipment terminated to such media to operationalize transmission capabilities.

4.2 [INTENTIONALLY LEFT BLANK]

ATTACHMENT VIII
BUSINESS PROCESS
REQUIREMENTS

ATTACHMENT VII NUMBER PORTABILITY

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ATTACHMENT VII

NUMBER PORTABILITY

Section 1 Provision of Number Portability

The Parties shall provide number portability on a reciprocal basis to the extent technically feasible, and in accordance with rules and regulations as from time to time adopted by the FCC or the Commission. Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Number Portability ("INP") to each other through remote call forwarding, route indexing, and full NXX code migration. Charges for INP are as set forth in Attachment I. Currently available INP shall be provided by NYNEX to MCI in accordance with FCC Rules and Regulations.

Section 2 Interim Number Portability (INP)

The Party providing the INP will have control of the methodology utilized in the provision of INP on a per line basis. INP will generally be provisioned on a RCF basis in each end office. Transition to the RI method of INP provision will be based upon the volume of INP traffic from the providing Party's end office to the other Party. Implementation of RI will be based on the mutual agreement of the Parties. Where either Party has activated an entire NXX code for a single end user, or activated a substantial portion of an NXX code for a single end user with the remaining numbers in the NXX either reserved for future use or otherwise unused, the full NXX code will be migrated from one Party's network to the other Party's network.

2.1 RCF: RCF is an INP method that provides subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide INP, calls to the ported number will first route to the porting Party's switch to which the ported number was previously assigned. That Party's switch will then forward the call to a number associated with the other Party's designated switch to which the number is ported. The receiving Party will indicate the number of paths that should be provisioned by the porting Party's switch.

2.2 [INTENTIONALLY LEFT BLANK]

2.2.1 [INTENTIONALLY LEFT BLANK]

2.2.2 [INTENTIONALLY LEFT BLANK]

2.2.3 RI: RI will be provisioned directly from the porting Party's switch to the receiving Party's switch. The direct trunks installed between the switches will

utilize SS7 signaling which will enable the delivery of caller identification of the receiving Party's switch. Both Parties will mutually agree to utilize the RI method of INP. The porting Party will arrange for the installation of the necessary end office trunking and signaling between the switches involved prior to the porting of any number between the switches.

2.3.1 [INTENTIONALLY LEFT BLANK]

2.3.2 [INTENTIONALLY LEFT BLANK]

2.3.3 [INTENTIONALLY LEFT BLANK]

2.3.4 [INTENTIONALLY LEFT BLANK]

2.4 Full NXX Code Reassignment: Portability for an entire NXX code shall be implemented by reassigning the NXX code from one Party's network to the other Party's network in the Local Exchange Routing Guide. Such a transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXX codes from one switch to another switch.

2.5 Other Currently Available Number Portability Options. MCIm may also request Direct Inward Dial Trunks pursuant to applicable tariffs. If interim number portability is made available to any other party for information services traffic (e.g., 976), it will be made available at the same time to MCIm.

2.6 Other Currently Available Number Portability Provisions:

2.6.1 The Parties shall exchange SS7 TCAP messages as required for the implementation of CLASS or other SS7 TCAP-based features.

2.6.2 The Parties shall disclose to each other any technical or capacity limitations that would prevent use of a requested INP method in a particular switching office. Parties shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations. If MCIm has ordered INP with the installation of a loop(link), NYNEX will coordinate the implementation of INP with the loop(link) conversion windows established in Attachment VIII.

2.6.3 For INP, MCIm shall have the right to use the existing NYNEX 911 infrastructure for all 911 capabilities. When RCF is used for MCIm subscribers, both the ported numbers and shadow numbers shall be stored in PSAP databases. MCIm shall have the right to verify the accuracy of the information in the PSAP databases.

2.6.4 When RCF is used to port a subscriber, the donor provider must maintain the LIDB record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to MCIm for billing and collection from the subscriber. MCIm shall receive revenue for LIDB look-ups.

2.6.5 NYNEX shall send a CARE transaction 2231 to notify MCIm that access is now provided by a new CLEC for that number.

Section 3 Number Portability (NP)

3.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, in accordance with the rules and regulations adopted from time to time by the FCC or the Commission. Once Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow seamless and transparent conversion of INP end users to Number Portability. Upon implementation of Number Portability pursuant to FCC regulations, both Parties agree to conform and provide Number Portability.

3.1.1 [INTENTIONALLY LEFT BLANK]

3.1.2 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

3.1.3 The NP network architecture shall not subject local exchange carriers to any degradation of service compared to NYNEX in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.

3.1.4 When an office is equipped with NP, all NXXs in the office will be capable of porting. Upon the first request to port a telephone number within an LNP-capable end office, translations will be changed in all service provided NP-capable end offices to open the NXX for database queries within five (5) days.

3.1.5 [INTENTIONALLY LEFT BLANK]

3.1.6 [INTENTIONALLY LEFT BLANK]

3.1.7 [INTENTIONALLY LEFT BLANK]

3.1.8 When a subscriber ports to another service provider, the donor provider and the porting provider shall input the information to the 911 system to update the 911 tandem switch routing tables and the 911/ALI database to correctly route and provide accurate information to PSAP call centers.

3.1.9 When a subscriber ports to another service provider and has reserved, under tariff or other legally enforceable agreement, line numbers from the donor provider for possible activation at some future points, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end office user subscriber will be permitted to expand its service using the same number range it could have used if it had remained with the donor provider.

3.1.10 During the process of porting a subscriber, the donor service provider shall implement the 10-Digit trigger feature. When the donor provider receives the porting request, the 10-Digit trigger shall be applied to the subscriber's line the day prior to the order due date in order to overcome donor network time delays in the disconnection of the subscriber.

3.2 Joint Cooperation

Both Parties shall:

3.2.1 Support all emergency and operator services;

3.2.2 Use scarce numbering resources efficiently and administer such resources in a competitively neutral manner;

3.2.3 Jointly cooperate with each other to ensure that both Parties shall be able to rate and bill all types of calls; and

3.2.4 Jointly cooperate with each other to apply NP consistently on a nationwide basis and in accordance with all FCC Rules and Regulations.

Section 4 Requirements for INP and NP

4.1 White and Yellow Page Listings. NYNEX shall provide and maintain for MCIIm one (1) white page and one (1) yellow page (if applicable) listing for each MCIIm subscriber that has ported its number from NYNEX, consistent with the provisions of Section 7 of Attachment VIII. The listing and handling of listed and nonlisted telephone numbers will be at least at parity with that provided by NYNEX to its own subscribers.

4.2 Cut-Over Process

The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This shall include, but not be limited to, completing the physical work within five (5) minutes and completing line translations within sixty (60) minutes.

4.3 Testing. The Parties shall cooperate in conducting testing to ensure interconnectivity between systems. Parties shall inform each other of any system updates that may affect each other's network and shall perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

4.4 Engineering and Maintenance. The Parties will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by NYNEX to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement.

4.5 Recording and Billing. The Parties shall provide each other with accurate billing and Subscriber Account Record Exchange data for subscribers whose numbers have been ported.

4.5.1 [INTENTIONALLY LEFT BLANK]

4.5.2 NYNEX shall provide MCIIm call detail records identifying each IEC that are sufficient to allow MCIIm to render bills to IECs for calls IECs place to ported numbers in the NYNEX network which NYNEX forwards to MCIIm for termination.

4.6 Operator Services and Directory Assistance. With respect to operator services and directory assistance associated with NP, the Parties shall provide the following:

4.6.1 [INTENTIONALLY LEFT BLANK]

4.6.1.1 [INTENTIONALLY LEFT BLANK]

4.6.1.2 [INTENTIONALLY LEFT BLANK]

4.6.1.3 The Parties shall allow each other to order provisioning of TLN calling cards and BNS in each other's LIDB for ported numbers and shall allow each other to access each other's LIDB. MCIIm's obligations under this Section 4.6.1.3 shall commence if and when MCIIm deploys LIDB.

4.6.1.4 Where NYNEX has control of directory listings for NXX codes containing ported numbers, NYNEX shall maintain entries for ported numbers as specified by MCIIm.

4.6.2 [INTENTIONALLY LEFT BLANK]

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